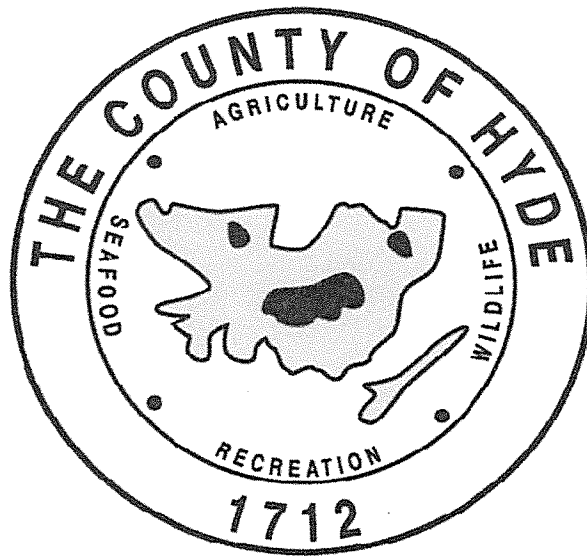


# **HYDE COUNTY BOARD OF COMMISSIONERS**



**Hyde County Courthouse Multi-purpose Room**

**30 Oyster Creek Road, Swan Quarter, NC**

**and**

**Ocracoke School Commons Area**

**120 School House Road, Ocracoke, NC**

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:** Chairman Barry Swindell  
**Attachment:** No

**ITEM TITLE:** OPENING

**SUMMARY:** Call to Order  
Opening Prayer  
Pledge of Allegiance

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:** Chairman Barry Swindell  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF AGENDA

**SUMMARY:** Attached is the proposed Agenda for the November 2, 2015, Regular Meeting of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

---

Motion Made By: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

Motion Seconded By: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

Vote: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

# AGENDA

## HYDE COUNTY BOARD OF COMMISSIONERS' MEETING

MONDAY, NOVEMBER 2, 2015 – 6:00 PM

### CALL TO ORDER

### OPENING

### CONSIDERATION OF AGENDA

### CONSIDERATION OF MINUTES

- 1) October 12, 2015 – Regular Meeting Minutes

### PUBLIC HEARINGS (none)

### PRESENTATIONS (none)

### EMPLOYEE RECOGNITION

### PUBLIC COMMENTS

Public Comments are a time for the public to make comments to the County Commissioners. Comments should be kept to three (3) minutes or less and comments should be directed to the entire Board and not to individual members, the staff or to other members of the public. Comments requesting assistance will typically be referred to the County Manager for follow-up or for Board action at a future meeting.

### ITEMS OF CONSIDERATION

#### 1) Resolutions

- a. Resolution – FY17 5310 Grant ..... Beverly Paul & David Howard

#### 2) Appointment

- a. Ocracoke Development Ordinance Board of Adjustments ..... Mgr. Rich

#### 3) Hyde-Davis Leases ..... Kris Noble

#### 4) Surplus Property for GovDeals ..... Corrinne Gibbs

#### 5) Water Line Installation Project ..... Clint Berry

#### 6) Request to Move NC Hwy 45 to US Hwy 264 Discussion ..... Comm. Fletcher

7) NCACC/ICMA Fellow Monthly Report ..... Will Doerfer

8) Ferry Tolling ..... Mgr. Rich

## **BUDGET MATTERS**

- 1) Mainland Occupancy Tax (approved administratively)

## **MANAGEMENT REPORTS**

The Commissioners and County Manager will share with the public their various activities and ideas for continuous improvement of government services to the citizens.

## **PUBLIC COMMENTS**

The public is invited to use this time to make comments to the County Commissioners on items discussed during this meeting and/or matters not discussed earlier in the meeting.

**CLOSED SESSION** (discussion and possible action if required)

## **ADJOURN**

## **SUPPLEMENTAL INFORMATION**

### **Department Reports**

- 1) Tax Department (requires signature)
- 2) Mattamuskeet Senior Center
- 3) Inspections
- 4) Health
- 5) Social Services
- 6) Human Resources

### **Informational Items**

- 1) NC DOC – Public Workshop Notice - JLUS
- 2) Riparian Buffer – Jeff Credle
- 3) WOVV New Studios – Greg Honeycutt

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:** Lois Stotesberry, Clerk  
**Attachment:** Yes

**ITEM TITLE:** CONSIDERATION OF MINUTES

**SUMMARY:** Attached are the October 12, 2014 Regular Meeting Minutes of the Hyde County Board of Commissioners.

**RECOMMEND:** Review, Amend and Approve.

---

Motion Made By: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

Motion Seconded By: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

Vote: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

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5

6 Chairman Barry Swindell called the Regular Meeting of the Hyde County Board of Commissioners to  
7 order at 6:00pm on Monday, October 12, 2015, in the Hyde County Government Center, Multi-Use  
8 Room, and the Ocracoke School Commons Room using electronic conferencing equipment.

9 The following members were present on the mainland: Commissioners Dick Tunnell, Ben Simmons  
0 and Barry Swindell; County Manager Bill Rich; Clerk to the Board Lois Stotesberry; and, members of  
1 the public. Commissioner Earl Pugh, Jr., attended via telephone conferencing equipment and Attorney  
2 Fred Holscher was absent.

3 The following members were present on Ocracoke: Commissioner John Fletcher, Will Doerfer, Special  
4 Assistant Hyde County Manager, Public Information Officer Sarah Johnson and members of the  
5 public.

6 Following opening prayer by Commissioner Simmons and pledge of allegiance the meeting was called  
7 to order.

## 8 Agenda:

9 Chairman Swindell asked for changes to the October 12, 2015 Meeting Agenda.

0 Commissioner Tunnell moved to approve the October 12, 2015 Amended Meeting Agenda as  
1 presented by the Clerk with addition of approval of Emergency Meeting Minutes on October 1, 2015;  
2 Presentation of Report on Hurricane Juaquin by Justin Gibbs, EM Director; and, addition of suggested  
3 modifications to the current Noise Ordinance by Sean Death. Mr. Fletcher seconded the motion. The  
4 motion passed on the following vote: Ayes – Fletcher, Simmons, Pugh, Tunnell and Swindell; Nays –  
5 None; Absent or not voting – None.

7 **Consideration of Minutes:**

8 Commissioner Fletcher moved to approve the September 8, 2015 Board of Commissioners Regular  
9 Meeting Minutes as presented by the Clerk. Mr. Simmons seconded the motion. The motion passed  
0 on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent  
1 or not voting – None.

3 Commissioner Fletcher moved to approve the October 1, 2015 Board of Commissioners Emergency  
4 Meeting Minutes as presented by the Clerk. Mr. Tunnell seconded the motion. The motion passed on  
5 the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or  
6 not voting – None.

8 **Public Hearing:**

9 **FY14-15 Rural Operating Assistance Program Summary**

0 Beverly Paul, Director of Hyde County Transit (HCT), presented (via telephone) statistics on programs  
1 utilized by the FY14-15 Rural Operating Assistant Program (ROAP) a public transportation funding  
2 grant. These programs are:

- 1 • The Elderly and Disabled Assistance Program (\$41,225.02) – serves the needs of county  
2 residents that are over the age of 60 or more, and residents who have a physical or mental  
3 impairment that substantially limits a major life activity.  
4
- 5 • Mattamuskeet Senior Center (\$13,907.28) – HCT provided 2, 704 passenger trips for the Senior  
6 Center Program.  
7
- 8 • Ocracoke Program (\$7,752.13) – In FY14-15 HCT performed 459 EDTAP passenger trips.  
9
- 10 • Hyde County Transit (19,565.61) – In FY14-15 HCT provided 2,505 passenger trips to  
11 destinations in-county as well as Belhaven, Washington, Greenville and the Outer Banks.  
12
- 13 • Rural General Public Program (\$38,709) – In FY14-15 HCT provided a total of 1,338  
14 passenger trips for employment access.  
15
- 16 • Employment Transportation Program (\$4,756) – provides employment transportation service  
17 for individuals that are transitioning off the DSS Work First Program and low-income or  
18 disadvantaged general public passengers.  
19

20 Commissioner Fletcher moved to adopt the FY2016 ROAP Certified Statement and approve the FY15-  
21 16 ROAP Allocation. Mr. Simmons seconded the motion. The motion passed on the following vote:  
22 Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.  
23

#### 24 **Update on Hurricane Juquin**

25 Justin Gibbs, EM Director, presented report on incidents the Swift-Water Rescue Team and National  
26 Guard assisted with on Mainland Hyde County and reported on Coast Guard assistance to the residents  
27 of Ocracoke Island. Mr. Gibbs also reported on assistance from the Forestry Division with pumps,  
28 sand and sand bags in Fairfield. Overall benefit from this assistance is an effort by the Soil and Water  
29 Department to try to procure pumps for permanent installation in Hyde County.  
30

#### 31 **Employee Recognition:**

32 County Manager Rich commended Justin Gibbs, EM Director and Sarah Johnson, PIO for a  
33 superb job done during Hurricane Juquin. Mr. Gibbs spun the “Wheel of Thanks” for himself  
34 and Ms. Johnson. Justin won a gift certificate to Bare Necessities in Ponzer and Sarah won a  
35 gift certificate to NAPA Auto Parts in Engelhard.  
36

#### 37 **Public Comment:**

38 Ocracoke residents Debbie Wells, Mickey Baker, and Ann Ehringhaus, discussed concerns about the  
39 noise level on the Island.  
40

41 Commissioner Fletcher reports he has no complaint with noise on Ocracoke.  
42

43 Peter Vankevich, Ocracoke Observer, urged the County to get involved with efforts to control derelict  
44 boats on Ocracoke.  
45

#### 46 **NC Building Reuse Grant – Ocracoke Brewing Program Budget Ordinance**

47 Kris Noble, Director of Economic Development, requested approval of a project budget ordinance in  
48 connection with a grant award to Ocracoke Brewing from the North Carolina Department of  
49 Commerce/North Carolina Rural Economic Infrastructure Authority – Building Reuse Grant in the



1 amount of \$25,000.00. The budget ordinance authorizes Hyde County to accept and administer grant  
2 funds to Ocracoke Brewing.

3  
4 Commissioner Fletcher moved to approve the NC Building Reuse Grant Program Budget Ordinance in  
5 the amount of \$25,000.00 awarded to Ocracoke Brewing. Mr. Tunnell seconded the motion. The  
6 motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays –  
7 None; Absent or not voting – None.

8 *Clerk's Note: A copy of "NC Building Reuse Grant-Ocracoke Brewing Program Budget Ordinance" is attached*  
9 *herewith as Exhibit A and incorporated herein by reference.*

10  
11 **Resolution – "Stepping Up Initiative to Reduce the Number of People**  
12 **with Mental Illnesses in Jails"**

13 Bill Rich, County Manager, reported the County Commissioners will utilize the comprehensive  
14 resources available through the Stepping Up Initiative to develop a plan to reduce the number of  
15 people with mental illnesses in the county jail for 2016-2020, consistent with the Council of State  
16 Governments Justice Center report and recommendations, to be presented to the Board of  
17 Commissioners at its first meeting in December 2015.

18  
19 Guire Cahoon, Sheriff, reported he currently sends these inmates to Raleigh for safe keeping.

20  
21 Commissioner Fletcher moved to adopt Resolution of Support for "Stepping Up Initiative to Reduce  
22 the Number of People with Mental Illnesses in Jails". Mr. Pugh seconded the motion. The motion  
23 passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None;  
24 Absent or not voting – None.

25  
26 *Clerk's Note: A copy of Resolution – "Stepping Up Initiative to Reduce the Number of People with Mental Illnesses in*  
27 *Jails" is attached herewith as Exhibit B and incorporated herein by reference.*

28  
29 **Proclamation – Termination of State of Emergency for Hyde County – Hurricane Joaquin**

30 Commissioner Tunnell moved to adopt Proclamation – Termination of State of Emergency for Hyde  
31 County – Hurricane Joaquin. Mr. Simmons seconded the motion. The motion passed on the following  
32 vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting –  
33 None.

34  
35 *Clerk's Note: A copy of "Proclamation – Termination of State of Emergency for Hyde County – Hurricane Joaquin" is*  
36 *attached herewith as Exhibit C and incorporated herein by reference.*

37  
38 **Health Insurance Amount Set for County Manager**

39 Corrinne Gibbs, Finance Officer, reported the County Manager would like for his health insurance  
40 reimbursement rate (Section 13 in his contract) to be changed and locked in at the 2014-2015 rate of  
41 \$650.18 per month effective for the balance of his contract.

42  
43 Commissioner Simmons moved to change and lock in the County Manager's health insurance  
44 reimbursement rate at the 2014-2015 rate of \$650.18 per month effective for the balance of his  
45 contract. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes –  
46 Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

1 **Approval of Subdivision of Property for Jeff Credle, Currituck Township, Hyde County**

2 Kris Noble, Director of Economic Development, presented request for approval of Mr. Jeff Credle's  
3 plat representing a minor subdivision of property located in Currituck Township. The existing  
4 property contains approximately 16.27 acres into three lots. All three lots contain road frontage.  
5 Properly executed certification of the Hyde County Water Department, the Hyde County Health  
6 Department, the CAMA Officer and the subdivider's certification have been obtained.  
7

8 Commissioner Fletcher moved to approve subdivision of the 16.27 acres of land into three lots as  
9 proposed. Mr. Simmons seconded the motion. The motion passed on the following vote: Ayes –  
10 Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.  
11

12 **Wireless Telecommunications Facility Located at 124 Cedar Road, Ocracoke, NC**

13 Kris Noble, Director of Economic Development, presented a proposal from Verizon Wireless for  
14 minor modifications to an existing wireless telecommunications facility located at 124 Cedar Road,  
15 Ocracoke. This minor modification will enhance service to the surrounding community for various  
16 mobile devices.  
17

18 According to construction drawings submitted by Jacobs Engineering the scope of work includes  
19 modification of an existing self-support (lattice) tower facility. Three (3) antennas are to be removed  
20 and replaced along with the addition of nine (9) new antennas and six (6) radio units on the tower  
21 located within the existing fence compound. Verizon Wireless antennas are to be mounted on an 85'  
22 centerline on existing tower. No additional equipment cabinets are being proposed in the existing  
23 Verizon shelter for the project. No electrical work is required for this project. No height increase to  
24 the tower and no footprint changes on the ground are to occur.  
25

26 Commissioner Simmons moved to approve request for minor modification to an existing wireless  
27 telecommunications facility located at 124 Cedar Rd., Ocracoke. Mr. Fletcher seconded the motion.  
28 The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell;  
29 Nays – None; Absent or not voting – None.  
30

31 **Update on Request to Amend Hyde County Noise Ordinance**

32 Bill Rich, County Manager, reported the court case to modify the Hyde County Noise Ordinance has  
33 been appealed. Mr. Rich and Mr. Doerfer will continue to work with citizens on this request to amend  
34 the Noise Ordinance.  
35

36 **Hatteras Ocracoke Vehicle Ferry Toll**

37 Bill Rich, County Manager, reported he and Commissioners Swindell and Simmons will meet with NC  
38 DOT Ed Goodwin and Malcolm Fearing to continue discussion on Hatteras Ocracoke Vehicle Ferry  
39 Toll.  
40

41 **Report – Special Assistant Will Doerfer:**

42 Will Doerfer, Special Assistant to County Manager Bill Rich, presented report on projects he continues  
43 working on, both on Ocracoke and the Mainland. Mr. Doerfer continues work on Courthouse Safety  
44 Committee, Records Requests, Training, Ferry Meetings, Personnel Policy Meeting and research with  
45 HR Director, Noise Ordinance research, Safety Committee, OSHA and Insurance training, Internet and  
46 Cloud research, Ocracoke Control Group, and fuel and maintenance assessment. He also contacted  
47 Jerry Jennings, NCDOT regarding placement of a sign on the north end of Ocracoke informing visitors  
48 of food and lodging within the village.  
49

1 **Request to Move NC Hwy 45 to US HWY 264**

2 Commissioner John Fletcher discussed the benefits to Hyde County from moving NC Highway 45 to  
3 US Highway 264 to expose ferry passengers to the businesses on US264.

4  
5 Commissioner Tunnell asked if old Hwy 45 is a hurricane evacuation route.

6  
7 Request for public comments will be made with discussion at its next regularly scheduled Board of  
8 Commissioners meeting on November 2, 2015.

9  
10 **Budget Revisions:**

11 County Manager Rich presented the listed budget revisions for Board approval:

- 12  
13 1. Planning – Building Reuse Grant received for Ocracoke Brewing Co. (\$21,893.00)  
14 2. Administration – Ocracoke Scenic Byway (\$625)  
15 3. Health  
16 a. 06-16 – CC4C Program (Travel) (\$500)  
17 b. 07-16 – General Health (MCD Reserve Funds) (\$1,500.00)  
18 c. 08-16 – Child Health (Travel) (\$400)

19 Commissioner Fletcher moved to approve the Planning, Administrative and Health budget revisions as  
20 presented. Commissioner Simmons seconded the motion. The motion passed on the following vote:  
21 Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

22  
23 **Management Reports:**

24  
25 **Commissioner Pugh** – commended Justin Gibbs, EM Director, Sarah Johnson, PIO, and the Ocracoke  
26 Control Group for keeping citizens informed during Hurricane Joaquin.

27  
28 **Commissioner Tunnell** – attended the Ag concerns meeting along with approximately 90% of Hyde  
29 County farmers to talk with Ag Commissioner Troxler about crop damage. Mr. Tunnell also reported  
30 he is on the Mid-East Housing Authority has a management problem where the Authority has two  
31 boards with the same manager.

32  
33 **Commissioner Simmons** – discussed dike and flood regulations. He would like to put a dike around  
34 the entire county.

35  
36 **Commissioner Fletcher** – requested the telephone message on the Clerk to the Board of  
37 Commissioners telephone be changed to mirror the message on the Clerk of Court's telephone system.

38  
39 **Chairman Swindell** – attended Relay for Life where greater than \$46,000 was collected. Mr.  
40 Swindell reported a lot of acres of land have gone back to trees in the Sladesville-Scranton area. He  
41 will attend the Hatteras Ferry Toll meeting on Wednesday.

42  
43 **Manager Rich** – reported a Declaration of Disaster is needed so citizens with storm damage can  
44 receive assistance.

45  
46 **Public Comments:**

47 Chairman Swindell called for comments from the public.

Justin Gibbs, EM Director, reported Sarah Johnson, PIO and the Planning Department have posted notice advising citizens to contact them for information about storm recovery assistance.

George Chamberlin reported good feedback from visitors who evacuated the Island and who had traveler's insurance and complimented Hyde County employees for a job well done. Mr. Chamberlin reported Steve Lanier, DOT Aviation is working on Ocracoke Airport plans.

Connie Lienbach, Ocracoke citizen asked about the status of David's Trash Service. Manager Rich reported David's Trash is moving their assets to another company.

There being no further comments from the public, Chairman Swindell continued the meeting.

**Closed Session:** (none)

**Adjourn:**

Commissioner Simmons moved to adjourn the meeting. Mr. Tunnell seconded the motion. The motion passed on the following vote: Ayes – Fletcher, Pugh, Tunnell, Simmons and Swindell; Nays – None; Absent or not voting – None.

The meeting adjourned at 7:20p.m.

Respectfully submitted:

Minutes approved on the 2<sup>nd</sup> day of November, 2015.

---

Lois Stotesberry, CMC, NCCCC  
Clerk, Hyde County Board of Commissioners

---

Barry Swindell  
Chair, Hyde County Board of Commissioners

Attachment:

Exhibit A: *"NC Building Reuse Grant-Ocracoke Brewing Program Budget Ordinance"*

Exhibit B: *"Stepping Up Initiative to Reduce the Number of People with Mental Illnesses in Jails"*

Exhibit C: *"Proclamation – Termination of State of Emergency for Hyde County – Hurricane Joaquin"*

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:** County Manager Bill Rich  
**Attachment:** No

**ITEM TITLE:** EMPLOYEE OF THE MONTH

**SUMMARY:** Manager Bill Rich will announce the Employee of the Month.  
The employee will spin the "Wheel of Thanks."

**RECOMMEND:** Congratulations.

---

Motion Made By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Motion Seconded By: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

Vote: ☐ Barry Swindell  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher  
☐ Earl Pugh, Jr.

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:** Citizens  
**Attachment:** No

**ITEM TITLE:** PUBLIC COMMENTS

**SUMMARY:** Citizens are afforded an opportunity at this time to comment on issues they feel may be of importance to the Commissioners and to their fellow citizens.

Comments should be kept to (3) minutes and directed to the entire Board, not just one individual Commissioner, staff member or to a member of the audience.

Time for one person cannot be used by another person.

Comments that reflect the need for additional assistance will be directed to the County Manager or referred to a future meeting agenda.

**RECOMMEND:** Receive comments.

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:**  
**Attachment:** Yes

**ITEM TITLE:** FY17 5310 Elderly & Disabled Program Grant Resolution

**SUMMARY:** The Hyde County Health Department is re-applying for the 5310 Elderly Disabled Program Grant in the amount of \$40,000 for Fiscal Year 16-17. Local Match required is \$4,000.00.

**RECOMMEND:**

---

**Motion Made By:** ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

**Motion Seconded By:** ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

**Vote:** ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

## PUBLIC TRANSPORTATION 5310 PROGRAM RESOLUTION

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Status and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation will apply for a grant from the US Department of Transportation, Federal Transit Administration and receives funds from the North Carolina General Assembly to provide assistance for public transportation projects; and

WHEREAS, the purpose of the Section 5310 program is to enhance mobility for seniors and individuals with disabilities throughout the country, by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all area.

WHEREAS, NCDOT has been designated as the State agency with principle authority and responsibility for administering the Section 5310 Program for small urbanized and rural areas; and

WHEREAS, (Legal Name of Applicant)County of Hyde-Office of the Accountant (Hyde County Health Department) hereby assures and certifies that it will comply with the federal and state statutes, regulations, executive orders, and all small administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U.S.C.

NOW, THEREFORE, be it resolved that the (Authorized Official's Title)\*Health Director of (Name of Applicant's Governing Body)County of Hyde-Office of the Accountant is hereby authorized to submit a grant for federal and state funding, provide the required local match, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide public transportation services.

I ( Certifying Official's Name)\*Barry Swindell, Chairman of the Hyde County Board of Commissioners, do hereby certify that the above is true and correct copy of an excerpt from the minutes of a meeting of the Hyde County Board of Commissioners duly held on the 2<sup>nd</sup> day of November, 2015.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Date

**\*Note that the authorized official, certifying official, and notary should be three separate individuals.**

Seal Subscribed and sworn to me (date) \_\_\_\_\_

Notary Public Signature \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Address

My commission expires (date) \_\_\_\_\_

**Affix Notary Seal Here**

public



**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:** County Manager Bill Rich  
**Attachment:** Yes

**ITEM TITLE:** OCRACOCKE DEVELOPMENT ORDINANCE  
BOARD OF ADJUSTMENTS

**SUMMARY:** Effective October 15, 2015, Ocracoke Development Ordinance Board of Adjustments Chairman Jim Borland resigned his position with the Board.

The Hyde County Board of Commissioners thanks Mr. Borland for five years of service on the ODO Board.

**RECOMMEND:** Appointment.

---

Motion Made By: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

Motion Seconded By: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

Vote: ☐ Barry Swindell  
☐ Earl Pugh, Jr.  
☐ Dick Tunnell  
☐ Ben Simmons  
☐ John Fletcher

## Lois Stotesberry

---

**From:** Bill Rich <brich@hydecourtync.gov>  
**Sent:** Tuesday, September 29, 2015 2:25 PM  
**To:** 'Jim Borland'  
**Cc:** 'Lois Stotesberry'  
**Subject:** RE: Variance board, resignation

Thanks Jim. I'll be sure this makes our October agenda so Mr. Fletcher can chose a replacement. Thank you for all your time and years of service and happy travels.

Bill

-----Original Message-----

**From:** Jim Borland [<mailto:jsborland@centurylink.net>]  
**Sent:** Tuesday, September 29, 2015 12:54 PM  
**To:** [brich@hydecourtync.gov](mailto:brich@hydecourtync.gov)  
**Subject:** Variance board, resignation

Bill, After better than 5 years on this board, I feel it is time to move on and do some traveling. I would therefore tender my resignation, effective October 15th 2015. I have enjoyed my tenure and will be glad to work with my successor. If I need to do anything further please let me know. Jim Borland

Sent from my iPad

**Hyde County Board of Commissioners**  
**AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:** Kris Cahoon Noble  
**Attachment:** No

**ITEM TITLE:** Hyde Davis Leases

**SUMMARY:** Recap: The County is in the process of negotiating (2) lease agreements with prospective tenants for the Hyde-Davis Center in Engelhard.

Tenant #1 – Beaufort County Community College – Beaufort Community College wants to lease Suite 4 and Suite 6-7-8 at the Hyde Davis Center. The college would like to use Suite 4 to provide access to online continuing education classes to Hyde County citizens. Suite 4A will be used for the computer lab; Suite 4B will be used for classroom space. Suite 6-7-8 will be used for Certified Nursing Assistant classes and a laboratory. The lease will be rent-free and will renew in one year with an option to renew for an additional 5-year term rent-free.

Tenant #2 – Beaufort-Hyde-Martin (BMH) Library – BMH Library wants to lease Suite 5 at the Hyde Davis Center. BMH wants to use the suite to operate a full-service library. The lease will be rent-free and will renew in one year with an option to renew for an additional 5-year term rent-free.

The leases are subject to the review of BCCC and BMH Library. Any requests for modifications to the leases will be negotiated between the county and the individual parties.

Approval to proceed with the negotiation and execution of the leases was tabled at the September Commissioner's meeting. The leases have been reviewed by the County Attorney and revised accordingly. We would like to continue discussion of the proposed leases and request approval to proceed with negotiations and execution of the leases.

**RECOMMEND:** **DISCUSSION AND APPROVAL TO PROCEED WITH THE EXECUTION OF LEASES TO BEAUFORT COMMUNITY COLLEGE AND AUTHORIZE MANAGEMENT TO NEGOTIATE MODIFICATIONS TO THE LEASES IF APPLICABLE.**

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Motion Made By: \_\_\_ Barry Swindell  
                          \_\_\_ Dick Tunnell  
                          \_\_\_ Ben Simmons  
                          \_\_\_ John Fletcher  
                          \_\_\_ Earl Pugh, Jr.

Motion Seconded By: \_\_\_ Barry Swindell  
                                  \_\_\_ Dick Tunnell  
                                  \_\_\_ Ben Simmons  
                                  \_\_\_ John Fletcher  
                                  \_\_\_ Earl Pugh, Jr.

Vote: \_\_\_ Barry Swindell  
          \_\_\_ Dick Tunnell  
          \_\_\_ Ben Simmons  
          \_\_\_ John Fletcher  
          \_\_\_ Earl Pugh, Jr.

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

**LEASE**

**THIS LEASE**, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **COUNTY OF HYDE**, North Carolina, ("**LESSOR**"); and **BEAUFORT COUNTY COMMUNITY COLLEGE**, a North Carolina State Agency, ("**LESSEE**")

**WITNESSETH:**

That subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and the terms and conditions herein set forth, said "**LESSOR**" does hereby let and lease unto said "**LESSEE**" and said "**LESSEE**" does hereby accept that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building and cartilage known as the "Hyde/Davis Business Enterprise Center" at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Room Numbers 4A, 4B, 6, 7 & 8 of said building (the "**Leased Premises**"), along with such use of the cartilage as is necessary for the use and enjoyment of the leased areas; however, use of the cartilage shall be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the cartilage and different portions of the buildings.

The use and occupancy by "**LESSEE**" of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by "**LESSOR**." In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. "**LESSEE**" shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

**THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:** This Lease shall begin as of the 1<sup>st</sup> day of January, 2016, and shall exist and continue until and including the 31<sup>st</sup> day of December, 2016. The "LESSEE" will be allowed to lease the premises rent free for the one-year lease term.

Prior to the conclusion of the term hereof, "LESSEE" may extend the term of this Lease for one (1) additional period of five (5) years. There will be no rent due throughout such renewal term. "LESSEE" may exercise its extension option by providing "LESSOR" notice of its intent to exercise at least forty-five (45) days prior to the last day of the then-current term.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to "LESSOR":

County of Hyde  
Office of Planning & Economic Development  
30 Oyster Creek Road  
PO Box 188  
Swan Quarter, NC 27885

If to "LESSEE":

Beaufort County Community College  
Attn: Continuing Education  
5337 US Highway 264 E.  
Washington, NC 27889

"LESSOR" agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code, so long as said repairs do not become unduly burdensome and expensive to the "LESSOR". If "LESSOR" determines, in its sole discretion, that said repairs have become too burdensome and expensive then "LESSOR" may at its option terminate this lease upon 90 days written notice to "LESSEE".

It is further understood and agreed that if the "LESSOR" shall fail to make or maintain said Leased Premises in a usable condition pursuant to the State Building Code for its intended purposes, then in such event the "LESSEE" may at its option terminate this Lease upon 90 days written notice to "LESSOR".

The following charges for utilities and services supplied to the Leased Premises shall be paid directly by "LESSEE" (which "LESSOR" shall cause to be separately metered or assessed): cable, telephone and internet service. "LESSOR" shall pay all real estate and other similar taxes and assessments assessed against "LESSOR" or the property or the building at which the Leased Premises is located.

"LESSEE" agrees to be responsible for liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, "LESSEE" may provide such coverage through a blanket policy. "LESSEE" also agrees to be responsible for insuring the contents of any personal or business property and equipment owned by "LESSEE". A current certificate of "LESSEE's" evidence of insurance shall be furnished to "LESSOR" no later than thirty (30) days from the commencement date of this Lease, and shall be updated by "LESSEE" as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, "LESSOR" and "LESSEE" hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of "LESSOR" or "LESSEE" or their agents, officers, representatives, servants, employees, contractors or invitees.

"LESSEE" may not at any time during the terms of this Lease make alterations to the improvements located on said Leased Premises without the express consent of the "LESSOR." Any and all improvements to said Leased Premises will remain and become the property of the "LESSOR" once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that "LESSEE" installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and "LESSEE" may

remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

“LESSEE” may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior consent of “LESSOR”, which consent shall not be unreasonably withheld, conditioned or delayed; except that “LESSEE” may assign its rights and obligations under this Lease without the consent of “LESSOR” to (a) an entity that controls, is controlled by or is under common control with “LESSEE”, (b) the purchaser of all or substantially all of the assets of “LESSEE” or (c) an entity into which “LESSEE” merges. A change in the ownership or control of “LESSEE” shall not be deemed an assignment of this Lease.

In the event the “LESSEE” shall hold over after the expiration of this Lease for any purpose, said party shall become a tenant at will.

In addition to any other remedies of available at law or equity “LESSEE” shall have the right to terminate this Lease by written notice to “LESSOR” should “LESSOR” default in its obligations under this Lease and such default continues for seven (7) days after written notice from “LESSEE,” or if such default cannot be cured in seven (7) days, then “LESSOR” shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period.

“LESSEE” shall have the right to record this Lease at the Office of the Hyde County Register of Deeds.”

“LESSOR” represents and warrants to “LESSEE” that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that “LESSOR” has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

**IN WITNESS WHEREOF**, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereinto affixed, and Beaufort County Community College has caused this Lease to be signed in its name by its authorized representative as of the day and year first above written.

**LESSEE:**

**Beaufort County Community College**  
a North Carolina State Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR:**

**County of Hyde, North Carolina**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF NORTH CAROLINA  
COUNTY OF HYDE

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and being by me duly sworn, acknowledge that he/she is \_\_\_\_\_ of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by in its name by its \_\_\_\_\_, sealed with its official seal, and attested by himself/herself as its \_\_\_\_\_.

Witness my hand and Notarial Seal, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and being by me duly sworn, acknowledge that he/she is the \_\_\_\_\_ of Beaufort County Community College, a North Carolina State Agency, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its official seal, and attested by himself/herself as its officer.

Witness my hand and Notarial Seal, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

**LEASE**

**THIS LEASE**, made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **COUNTY OF HYDE**, North Carolina, (**"LESSOR"**); and **BEAUFORT-HYDE-MARTIN LIBRARY**, a North Carolina State Agency, (**"LESSEE"**)

**WITNESSETH:**

That subject to the provisions of Chapter 160A, Section 272 of the General Statutes of North Carolina and the terms and conditions herein set forth, said **"LESSOR"** does hereby let and lease unto said **"LESSEE"** and said **"LESSEE"** does hereby accept that certain real property and improvements located thereon in Lake Landing Township, Hyde County, North Carolina, and more fully described as follows:

A portion of that building and cartilage known as the "Hyde/Davis Business Enterprise Center" at the former Davis Elementary School at 33460 US 264, Engelhard, North Carolina. The portion is more specifically identified as Room Number 5 of said building (the **"Leased Premises"**), along with such use of the cartilage as is necessary for the use and enjoyment of the leased areas; however, use of the cartilage shall be non-exclusive and shall be subject to the use and enjoyment of other users and lessees of the cartilage and different portions of the buildings.

The use and occupancy by **"LESSEE"** of the Leased Premises shall include the non-exclusive right to use the parking areas, service roads, sidewalks, bathrooms and other areas subject to reasonable restrictions on such use as may be promulgated by **"LESSOR."** In the event that the terms of such restrictions and the terms of this Lease conflict, the terms of this Lease shall control. **"LESSEE"** shall use, maintain, and occupy the Leased Premises in a careful, safe, and proper manner, and shall not commit waste thereon.

**THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:** This Lease shall begin as of the 1<sup>st</sup> day of January, 2016, and shall exist and continue until and including the 31<sup>st</sup> day of December, 2016. The "LESSEE" will be allowed to lease the premises rent free for the one-year lease term.

Prior to the conclusion of the term hereof, "LESSEE" may extend the term of this Lease for one (1) additional period of five (5) years. There will be no rent due throughout such renewal term. "LESSEE" may exercise its extension option by providing "LESSOR" notice of its intent to exercise at least forty-five (45) days prior to the last day of the then-current term.

All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage prepaid, and addressed as follows:

If to "LESSOR":

County of Hyde  
Office of Planning & Economic Development  
30 Oyster Creek Road  
PO Box 188  
Swan Quarter, NC 27885

If to "LESSEE":

BHM Regional Library  
Hannah Easley, Director  
158 N. Market St.  
Washington, NC 27889

"LESSOR" agrees during the term of this Lease to make exterior and interior repairs as may be necessary to maintain said Leased Premises and make said Leased Premises safe, usable and in compliance with the State Building Code, so long as said repairs do not become unduly burdensome and expensive to the "LESSOR". If "LESSOR" determines, in its sole discretion, that said repairs have become too burdensome and expensive then "LESSOR" may at its option terminate this lease upon 90 days written notice to "LESSEE".

It is further understood and agreed that if the "LESSOR" shall fail to make or maintain said Leased Premises in a usable condition pursuant to the State Building Code for its intended purposes, then in such event the "LESSEE" may at its option terminate this Lease upon 90 days written notice to "LESSOR".

The following charges for utilities and services supplied to the Leased Premises shall be paid directly by "LESSEE" (which "LESSOR" shall cause to be separately metered or assessed): cable, telephone and internet service. "LESSOR" shall pay all real estate and other similar taxes and assessments assessed against "LESSOR" or the property or the building at which the Leased Premises is located.

"LESSEE" agrees to be responsible for liability insurance in an amount not less than Three Hundred Thousand Dollars (\$300,000.00), with limits of at least Fifty Thousand Dollars (\$50,000.00), single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars (\$100,000.00) property damage. At its option, "LESSEE" may provide such coverage through a blanket policy. "LESSEE" also agrees to be responsible for insuring the contents of any personal or business property and equipment owned by "LESSEE". A current certificate of "LESSEE's" evidence of insurance shall be furnished to "LESSOR" no later than thirty (30) days from the commencement date of this Lease, and shall be updated by "LESSEE" as appropriate to verify uninterrupted coverage at all times during the duration of the Lease.

Notwithstanding anything in this Lease to the contrary, "LESSOR" and "LESSEE" hereby waive and release each other of and from any and all rights of recovery, claims, actions or causes of action against each other, their agents, officers, representatives, employees, servants, contractors and invitees for any loss or damage that may occur to the Leased Premises, improvements or fixtures therein or thereon, or any personal property within the Leased Premises, from any cause whatsoever, to the extent insured against under the terms of any insurance policy carried by either party, regardless of cause or origin, including the negligence of "LESSOR" or "LESSEE" or their agents, officers, representatives, servants, employees, contractors or invitees.

"LESSEE" may not at any time during the terms of this Lease make alterations to the improvements located on said Leased Premises without the express consent of the "LESSOR." Any and all improvements to said Leased Premises will remain and become the property of the "LESSOR" once the term of this Lease has expired. Should the improvements upon the Leased Premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this Lease shall thereupon terminate. Trade fixtures and equipment that "LESSEE" installs in or on the Leased Premises shall not be deemed a part of the Leased Premises and "LESSEE" may

remove those trade fixtures and equipment any time during the term of this Lease or upon the termination or expiration of this Lease.

“LESSEE” may not assign this Lease or enter into any sublease agreement for the Leased Premises without the prior consent of “LESSOR”, which consent shall not be unreasonably withheld, conditioned or delayed; except that “LESSEE” may assign its rights and obligations under this Lease without the consent of “LESSOR” to (a) an entity that controls, is controlled by or is under common control with “LESSEE”, (b) the purchaser of all or substantially all of the assets of “LESSEE” or (c) an entity into which “LESSEE” merges. A change in the ownership or control of “LESSEE” shall not be deemed an assignment of this Lease.

In the event the “LESSEE” shall hold over after the expiration of this Lease for any purpose, said party shall become a tenant at will.

In addition to any other remedies available at law or equity “LESSEE” shall have the right to terminate this Lease by written notice to “LESSOR” should “LESSOR” default in its obligations under this Lease and such default continues for seven (7) days after written notice from “LESSEE,” or if such default cannot be cured in seven (7) days, then “LESSOR” shall have a reasonable time thereafter to cure the default, provided the cure is commenced within such seven (7) day period.

“LESSEE” shall have the right to record this Lease at the Office of the Hyde County Register of Deeds.”

“LESSOR” represents and warrants to “LESSEE” that all consents and approvals required for the execution, delivery and performance of this Lease have been obtained and that “LESSOR” has the right and authority to enter into this Lease.

Each party hereto warrants and represents to the other that it has not dealt with any real estate broker or salesman in connection with the negotiation or execution of this Lease. Each party agrees to indemnify and hold the other harmless from and against any and all claims arising out of a breach of the foregoing representation and warranty by the indemnifying party.

This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed versions of this Lease may be delivered by the parties via facsimile transmission or email, either or both of which shall constitute delivery of an original.

This Lease embodies the entire agreement and understanding of the parties related to its subject matter and supersedes all prior proposals, understandings, agreements, correspondence, arrangements and contemporaneous oral agreements relating to subject matter of this Lease. No representation, promise, inducement or statement of intention has been made by any party that has not been embodied in this Lease.

IN WITNESS WHEREOF, the Hyde County Board of Commissioners has caused this Lease to be signed in its name by its Chairman and attested by its Clerk and its seal to be hereinto affixed, and BHM Library has caused this Lease to be signed in its name by its authorized representative as of the day and year first above written.

**LESSEE:**

**BHM Library**  
a North Carolina State Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR:**

**County of Hyde, North Carolina**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF HYDE

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and being by me duly sworn, acknowledge that he/she is \_\_\_\_\_ of the County of Hyde, North Carolina, and that by authority duly given, the foregoing instrument was signed by in its name by its \_\_\_\_\_, sealed with its official seal, and attested by himself/herself as its \_\_\_\_\_.

Witness my hand and Notarial Seal, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and being by me duly sworn, acknowledge that he/she is the \_\_\_\_\_ of BHM Library, a North Carolina State Agency, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its \_\_\_\_\_, sealed with its official seal, and attested by himself/herself as its officer.

Witness my hand and Notarial Seal, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## Rosemary Johnson

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**From:** Stacey Gerard <Stacey.Gerard@BeaufortCCC.edu>  
**Sent:** Tuesday, October 27, 2015 4:14 PM  
**To:** Rosemary Johnson  
**Cc:** Kris Noble; Bill Rich; Fred Holscher; Mark Nelson; Barbara Tansey  
**Subject:** RE: Proposed Lease between Hyde County and BCCC

Hi Rosemary and Kris! Thank you so much for allowing the BCCC staff to review the draft version of the MOU. We do have one concern—in the MOU, on page 3, it states “The following charges for utilities and services supplied to the Leased Premises shall be paid directly by “LESSEE” (which LESSOR shall cause to be separately metered or assessed): cable, telephone and internet service.” Page 3 also mentions LESSEE agrees to be responsible for liability insurance in an amount not less than Three Hundred Thousand Dollars, with limits of at least Fifty Thousand Dollars, single limit bodily injury for any number of persons injured or killed in one occurrence and One Hundred Thousand Dollars property damage.

Unfortunately, under GS 15D-32 focused on Local financial support of institutions ([http://www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_115D/GS\\_115D-32.html](http://www.ncleg.net/EnactedLegislation/Statutes/HTML/BySection/Chapter_115D/GS_115D-32.html)), any utilities, services, and insurance must be paid by the tax-levying authority of the institution.

That is the only concern noted at the current time with the draft version of the MOU. I look forward to receiving your thoughts on this.

Thank you!

Stacey Gerard  
Vice President of Continuing Education  
Beaufort County Community College, Building 8--Room 808A  
(P) 252.940.6241  
(C) 252.947.2607  
(F) 252.946.5416  
[stacey.gerard@beaufortccc.edu](mailto:stacey.gerard@beaufortccc.edu)

Please check out our BCCC Continuing Education website for program and class information by visiting <http://www.beaufortccc.edu> and clicking on the Continuing Education link at the top!

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**From:** Rosemary Johnson [<mailto:rjohnson@hydecourtync.gov>]  
**Sent:** Thursday, October 22, 2015 10:01 AM  
**To:** Stacey Gerard <Stacey.Gerard@BeaufortCCC.edu>  
**Cc:** Kris Noble <[knoble@hydecourtync.gov](mailto:knoble@hydecourtync.gov)>; Bill Rich <[brich@hydecourtync.gov](mailto:brich@hydecourtync.gov)>; Fred Holscher <[fnh@rhpe.net](mailto:fnh@rhpe.net)>  
**Subject:** Proposed Lease between Hyde County and BCCC  
**Importance:** High

Hi Stacey,

Attached is the proposed lease agreement between Hyde County and Beaufort Community College for Suites 4A, 4 B, 6,7 & 8 at the Hyde Davis Center in Engelhard. Please note that the lease attached is a draft and will not be reviewed by our county commissioners until the November meeting. This draft is ready to take before your board for their review and consideration.



**§ 115D-32. Local financial support of institutions.**

(a) The tax-levying authority of each institution shall be responsible for providing, in accordance with the provisions of G.S. 115D-33 or 115D-34, as appropriate, adequate funds to meet the financial needs of the institutions for the following budget items:

- (1) Plant Fund: Acquisition of land; erection of all buildings; alterations and additions to buildings; purchase of automobiles, buses, trucks, and other motor vehicles; purchase or rental of all equipment necessary for the maintenance of buildings and grounds and operation of plants; and purchase of all furniture and equipment not provided for administrative and instructional purposes.
- (2) Current expenses:
  - a. Plant operation and maintenance:
    1. Salaries of janitors, maids, watchmen, maintenance and repair employees.
    2. Cost of fuel, water, power, and telephone services.
    3. Cost of janitorial supplies and materials.
    4. Cost of operation of motor vehicles.
    5. Cost of maintenance and repairs of buildings and grounds.
    6. Maintenance and replacement of furniture and equipment provided from local funds.
    7. Maintenance of plant heating, electrical, and plumbing equipment.
    8. Maintenance of all other equipment, including motor vehicles, provided by local funds.
    9. Rental of land and buildings.
    10. Any other expenses necessary for plant operation and maintenance.
  - b. Support services:
    1. Cost of insurance for buildings, contents, motor vehicles, workers' compensation for institutional employees paid from local funds, and other necessary insurance.
    2. Any tort claims awarded against the institution due to the negligence of the institutional employees.
    3. Cost of bonding institutional employees for the protection of local funds and property.
    4. Cost of elections held in accordance with G.S. 115D-33 and 115D-35.
    5. Legal fees incurred in connection with local administration and operation of the institution.

(b) The board of trustees of each institution may apply local public funds provided in accordance with G.S. 115D-33(a), as appropriate, or private funds, or both, to the supplementation of items of the current expense budget financed from State funds, provided a budget is submitted in accordance with G.S. 115D-54.

(c) The board of trustees of each institution may apply institutional funds provided in accordance with G.S. 115D-54(b)(3) for such purposes as may be determined by the board of trustees of the institution.

(d) The counties that agree to have satellite campuses of community colleges located in them accept the maintenance and utility costs of these satellite campuses. (1963, c. 448, s. 23; 1979, c. 462, s. 2; 1981, c. 157, s. 3; 1985, c. 757, s. 148(a); 1987, c. 564, s. 11; 1995, c. 509, s. 64; 1999-84, s. 5.)

**Hyde County Board of Commissioners  
AGENDA ITEM SUMMARY SHEET**

**Meeting Date:** November 2, 2015  
**Presenter:** Corrinne Gibbs, Finance Officer  
**Attachment:** No

**ITEM TITLE:** SURPLUS PROPERTY

**SUMMARY:** Finance Officer Corrinne Gibbs will present request to designate one car from the Health Department as surplus property to be sold on GovDeals.

**RECOMMEND:** Approve.

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**Motion Made By:** \_\_\_ Barry Swindell  
\_\_\_ Earl Pugh, Jr.  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher

**Motion Seconded By:** \_\_\_ Barry Swindell  
\_\_\_ Earl Pugh, Jr.  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher

**Vote:** \_\_\_ Barry Swindell  
\_\_\_ Earl Pugh, Jr.  
\_\_\_ Dick Tunnell  
\_\_\_ Ben Simmons  
\_\_\_ John Fletcher